

Supafly Promotions "Professional Mobile Entertainment"



Supafly Promotions Entertainment Contract

AGREEMENT made this _____, by and between _____ and _____, hereinafter referred to as the Purchaser, and Supafly Promotions. For _____ (Name of Event, i.e. Allen Wedding Reception)

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the Supafly Promotions or its affiliates to provide a DJ Service. **Service is provided by** Supafly Promotions Dj Service Lincoln Wedding Dj Service Nebraska Quinceanera Djs

The service to be performed at Event Location:

(Venue): _____

(Address): _____ (include City, State and Zip)

Event Type: Wedding Ceremony+Reception Wed Reception Only College Party Anniversary Corporate Event Fund/Raiser Club Party Birthday Party Other Event _____
(Facility Phone #): _____

2. Supafly Promotions hereby agrees to provide services for the Purchaser at the above-mentioned location.

3. The said Supafly Promotions shall consist primarily of providing musical entertainment by means of a recorded music format.

4. Supafly Promotions hereby agrees to render his professional services and is at all times to have complete control of his program.

5. The Parties hereby agree that Supafly Promotions services shall be provided and accepted on the following date(s) and time(s):

Date(s): _____

Start Time(s): _____ AM/PM

Finish Time(s): _____ AM/PM # of contracted hours _____

6. **A non-refundable reservation fee (deposit) of \$_____ is required to secure the services of Supafly Promotions for the engagement. If amount due is not paid at the time the agreement is signed, services may not be reserved for this event.** This amount shall be applied toward the balance of the Performance Fee. **The remaining balance, if any, can be paid any time prior to start of the event, on event date.** (Client may receive billing invoice reminder(s) of any balance due prior to event)

Deposit Paid Deposit does not apply If deposit was paid prior to agreement signing, date paid is _____ N/A **Billing Inv#** _____ -- Purchaser Initials _____ (Check email for invoice and amount due)

Payment in Full If this box is checked payment in full is required to reserve services. ***If event is two weeks within booking date, we ask that balance be paid in full prior to booking.**

Payment NOT in Full If this box is checked, only a deposit is required to reserve services.

MAKE PAYMENTS PAYABLE TO Supafly Promotions

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The Fee is \$_____ for the ____ hour time frame outlined above. **Balance is due to 24 hrs prior to the start of event. Client will receive invoice for any remaining amounts due. We reserve the right to not perform if services are not paid in full by event date.** Svcs:_____ Services added after initial agreement will be included in invoice. If we are providing services for the ceremony, we will arrive 45 to 60 minutes prior to ceremony start time to setup and be ready to perform.

Purchaser Initials _____ Supafly Promotions Initials _____

Client also agrees to pay full performance fee amount EVEN IF performance timeframe is less than agreed contracted hours. *This is especially due to the fact that if client decides to reduce performance time (i.e. stopping than earlier contracted time). For any performance time that exceeds the agreeable time frame, Supafly Promotions, reserves the right to charge an overtime fee. This fee is indicated in the initial quote. Overtime will not exceed 2 hours of contracted timeframe. That fee(s) is to be paid in CASH to the Dj at the end of the agreed timeframe for additional time requested.[Please make payments payable \(money order\) to Supafly Promotions. You can make payments online or via mail. Payments can be mailed to the following address. Supafly Promotions, 9865 Monroe Plz #8, Omaha NE 68127](#)

Additional Terms and Conditions

The agreement of Supafly Promotions to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Supafly Promotions to find replacement entertainment at the agreed upon fees. Should Supafly Promotions DJ be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Supafly Promotions liability shall be exclusively limited to an amount equal to the performance fee and that Supafly Promotions shall not be liable for indirect or consequential damages arising from any breach of contract. The purchaser and Supafly Promotions agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing (via email or mail) or if Supafly Promotions feels purchaser has violated the terms of the agreement. Supafly Promotions will retain any deposit amount in the event the client cancels. In the event of a cancellation, the deposit or any monies paid, will be put on account for client for any future event client plans within 6 months based on the cancellation date. In the event the Purchaser feels Supafly Promotions violated the terms of the agreement, Purchaser shall receive a full refund, minus deposit paid, if applicable. If purchaser cancels or changes terms of agreement 3 days prior to event, Supafly Promotions can in turn cancel agreement, at company's discretion, and if cancellation or change is detrimental to company, retain all monies paid to Supafly Promotions. It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to Supafly Promotions, or property of Supafly Promotions, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not. It is understood that if this is a "Rain or Shine" event, Supafly Promotions compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area, if applicable. Supafly Promotions reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Supafly Promotions compensation will not be affected by such cancellation. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Supafly Promotions staff or any equipment in Supafly Promotions possession, Supafly Promotions reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, Supafly Promotions shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Supafly Promotions resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Supafly Promotions reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

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Purchaser Initials _____ Supafly Promotions _____

If an issue arises regarding this agreement or services provided by company, purchaser agrees to contact company in a professional manner via phone or email to resolve any questions or concerns the client may have regarding event.

Purchaser agrees to hold Supafly Promotions and/or its affiliates harmless of any claims made to or about company including but not limited to anything not agreed to in writing in this agreement or any planning documentation provided by client for event. If any claims are made to or about Supafly Promotions or its affiliates and are found to be false and detrimental to company, Supafly Promotions may seek damages for liable, slander and defamation of character.

Do Not Play List(s). Supafly Promotions will not honor any requests for a “do not play list”.

Music Requests. To ensure a successful and stress free event for your guests, please make sure to make all music requests at least 2 weeks prior to event date. The DJ will make every reasonable effort to accommodate request “on the fly” during event. DJ is not required to use any other devices other than their equipment to utilize song requests. This includes but is not limited to guests iPhones, etc. We can accommodate ANY music requests (i.e. Spanish, Latin) as long as you provide us time to prepare for the requested music.

Purchaser shall provide Supafly Promotions with safe and appropriate working conditions. This includes an appropriate area for setup, space for setting up speakers and lighting stands. Supafly Promotions requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog). **Event Photography.** Supafly Promotions may provide its own event photography for its marketing purposes. See our online terms and conditions for more details at supaflypromotions/termservice. **Personal Checks will not be accepted. NO EXCEPTIONS** In the event of non-payment, Supafly Promotions retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Supafly Promotions. Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check is your acknowledgement and acceptance of this policy and its terms and conditions. Also any checks, not honored will be forwarded over to the county attorney’s office for criminal prosecution. This agreement guarantees that Supafly Promotions will be ready to perform at the start time of the engagement. Any payments made on the date of event are to be made **by the start time** of performance. We reserve the right to not perform if payment has not been made. Engagements within the Omaha, Council Bluffs and Lincoln areas **will not** be assessed a travel charge. Services requiring travel outside of our 60 mile service area may be charged a travel fee of \$0.60 per mile in excess of 60 miles with a minimum of \$50.00 assessed. Engagements in excess of 150 miles may require accommodations be made for an overnight stay in a local hotel for Supafly Promotions to be provided by Purchaser.

Services Requested and Special Provisions, if any.

Basic Service and Equipment - 2 15 inch speakers and 4 led lights for lighting package. Dance Club Lighting. 1 microphone for announcements and MC for DJ Company agrees to offer Karaoke Services to client if requested prior to booking the event. Company does not guarantee will have every karaoke song available. During booking process if there is a particular song you want to ensure we have, please advise 72 hours before the start of your event. DJ not required to sing any songs during your event. Karaoke for client’s entertainment purposes only.

Special Provisions _____

Name of specific disc jockey/entertainer for your event (if applicable): N/A, Best entertainer available. Karaoke YES____ NO____

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Client also agrees that they will provide all planning documentation (itineraries, music requests, etc) at least 2 weeks prior to event date to ensure Dj is properly prepared for event. In the event these documents are not provided, Dj will perform event to the best of his or her abilities.

Purchaser Initials _____ Supafly Promotions _____

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon. In closing DJ agrees to provide the following for your event; 1) To be setup prior to the start of event. 2) To play music from the contracted start and stop time. 3) To provide clear sound and elegant dance floor lighting for the event. 4) To follow any special instructions you have detailed in any planning materials provided for your event. Anything outside of that DJ or company is not responsible for. Our 100% money back guarantee! If our DJ is not set up and ready to play by contracted start time, your DJ is free!

The laws of the State of Nebraska shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Douglas County. Purchaser agrees to defend, indemnify, assume liability for and hold Supafly Promotions harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Supafly Promotions performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Purchaser may not transfer this contract to another party without the prior written consent of Supafly Promotions. This agreement is not binding until signed by both Purchaser and Supafly Promotions. Any changes must be written and signed by both the Purchaser and Supafly Promotions. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Supafly Promotions may elect not to exercise their rights as specified in this agreement. By doing so, Supafly Promotions does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement (online and written) and intend to be legally bound thereby.

Purchaser:

Purchaser's Signature Phone: _____

Purchaser's Printed Name Email: _____

Supafly Promotions LLC

Street Address: 9865 Monroe Plz #8, Omaha NE 68127

Agent

City, State, Zip: Supafly Promotions LLC @, All Rights Reserved